

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

KATIE MOISER,

Plaintiff,

vs.

ALLSTATE FIRE AND CASUALTY  
INSURANCE COMPANY,

Defendant.

**CJ-2016-6200**

Case No. CJ-2016 FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

DEC - 6 2016

RICK WARREN  
COURT CLERK

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**PETITION**

COMES NOW Plaintiff, Katie Moiser by and through her attorney, Scott  
Gallagher, of Little, Oliver & Gallagher, and for her cause of action against Defendant,  
Allstate Fire and Casualty Insurance Company, states and avers as follows:

**FIRST CAUSE OF ACTION**

1. Plaintiff, Katie Moiser resides at 9205 S. Shartel, Apartment 204, Oklahoma  
County, Oklahoma City, OK.
2. Defendant, Allstate Fire and Casualty Insurance Company is a foreign corporation  
authorized to do business in the State of Oklahoma and is authorized to issue  
insurance policies in the State of Oklahoma by the Oklahoma Insurance  
Department. The agent in this case where the policy in question was issued is  
located at 8109 S Western Ave, Oklahoma City, OK 73139.
3. The accident occurred on or about the 22<sup>nd</sup> day of October, 2016, in Canadian  
County, Oklahoma.
4. Plaintiff had purchased and was insured under a comprehensive/collision motorist  
policy from Defendant on the 2013 Dodge Dart, VIN 1C3CDFBA6DD287969,

EXHIBIT

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being policy number 810350038. This policy was purchased in Oklahoma County, thus the venue is appropriate.

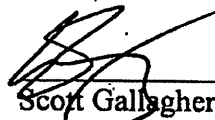
5. Plaintiff purchased this insurance contract and has fulfilled all ends of the contract by paying her premiums.
6. Plaintiff purchased this insurance contract to protect herself and her property in case of an event where either herself or the property the contract covered was damaged.
7. The policy agreed to pay full value in case of a total loss to the 2013 Dodge Dart, VIN 1C3CDFBA6DD287969
8. Plaintiff has fulfilled her end of said contract. The insurance policy was in full force and effect at the time of the loss.
9. As a result of this collision a claim was made under the Allstate policy for the property damage to the insured's vehicle, the 2013 Dodge Dart, VIN 1C3CDFBA6DD287969.
10. As a result of the insurance contract, Defendant promised to pay, "direct and accidental loss to an insured auto from a collision with another object...".
11. Defendant promised in the contract to pay for the loss in exchange for payments of the premium for the insurance policy.
12. Defendant promised in the contract to pay the actual cash value of the property at the time of the loss.
13. Defendant, although demand has been made, is not fulfilling their end of the contract.

14. Defendant is in breach of the contract by failing to pay the actual cash value of the property.
15. Plaintiff has demanded the NADA value of the vehicle in the amount of \$9,675.00 but Defendant has refused to pay this amount.
16. Plaintiff has provided Defendant with many comparable vehicles being sold at a higher value than \$9,675.00, but Defendant has refused to pay this amount.
17. Defendant has adjusted the vehicle, to their benefit, a lower price, leaving Plaintiff without full value of her vehicle and upside down on the bank note.
18. Defendant's evaluation method to short the Plaintiff is in bad faith.
19. Pursuant to every contract, there is an implied covenant of good faith and fair dealing. Defendant has a contractual duty to deal with the Plaintiff in good faith.
20. Defendant has acted in reckless disregard of the Plaintiff's rights under this contract.
21. Plaintiff has been damaged by the actions of Defendant above and beyond the loss of the vehicle including but not limited to towing, storage, loss of use of a vehicle among other things.

WHEREFORE, Plaintiff, Katie Moiser, requests this Court for a judgment in the amount of actual damages of \$9,675.00 and for bad faith damages in an amount of \$25,000.00 for their actions in this matter for punitive or exemplary damages and any other damages deemed property by this court including attorney's fees, interest and costs.

Respectfully submitted,

LITTLE, OLIVER & GALLAGHER



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*Attorney for Plaintiff*

**ATTORNEY'S LIEN CLAIMED**